

COAST EXPLORER

Space Reservation & Advertising Agreement

Advertiser/Business Name City of Newport/ Destination Newport

Contact Person Cindy Breves

Phone 1-541-574-0603

E-mail c.breves@newportoregon.gov

Fax 1-541-574-0609

Business Address 169 SW Coast Hwy Newport, Oregon 97365

Billing Address (if different) _____

Website Address www.discovernewport.com

AGREEMENT: Advertiser agrees to purchase from Explorer Media Group, Inc. (Publisher) and Publisher agrees to publish in Coast Explorer, the advertising described below according to the Terms and Conditions described below and on the reverse side of this agreement.

AD SIZE: ☐ Full Page ☒ Half Page ☐ W ☒ T ☐ Third Box ☐ Two-Thirds Page
☐ Small Box ☐ Sixth Page ☐ W ☐ T ☐ Third Tall
WEB PACKAGE: ☐ Standard ☐ Featured ☒ Showcase ☐ Additional Directory Listing(s) _____
ISSUE(S): ☒ Spring ☒ Summer ☒ Fall / Winter ☒ One Year (3 issues)

Beginning Issue: Spring 2016

Last Issue: Fall 2016 / Winter 2017

AD PRODUCTION: Advertisers may provide their own ready-to-place digital files prepared to required specifications or Explorer Media Group will provide graphic design services for an additional fee, (\$35 minimum ad design charge or \$65 per hour). Annual advertising agreements include one-time complimentary ad design with up to one hour of production. Additional charges will be billed separately.

PAYMENT/TERMS: All advertising must be paid in advance of publication. A discount of 5 percent is offered for advance payment in full for all annual contracts.

Total of Ad Space \$3498.00 - 10% discount

Additional DL's (Web Only) \$

Estimated Ad Production \$

☒ Advertiser to provide finished ad to Explorer Media Group specifications
☐ Explorer Media Group to provide ad design ☐ Repeat previous ad as is
☐ Yearly Ad to remain the same for each issue ☒ Ad to change per issue

TOTAL CONTRACT \$3148.20

NOTES: Total reflects a 10% non profit discount

Showcase web package at no charge (\$895 value)

Submitted ad can change each issue at no charge

☐ Payment in advance
for annual contract (5% discount) 2990.79

☐ Bill Per Issue _____

☐ Bill Monthly _____

DIRECTORY LISTINGS (WEB ONLY)

SELECT CATEGORY: ☒ Destination ☐ Attraction ☐ Art Gallery ☐ Dining ☐ Shopping ☐ Lodging ☐ Service ☐ Home & Garden

SPECIFY CITY: Newport

TOTAL AMOUNT OF DIRECTORY LISTINGS: 1

Signature of Advertiser's Authorized Representative: _____

Print Name Spencer R. Nebel Title City Manager

Date: 12/21/15

For Explorer Media Group: Kari Petersen

Explorer Media Group, Inc. • PO Box 278 • Cannon Beach, Oregon 97110

e-mail: kari@explorermediagroup.com • coastexplorermagazine.com • (503) 717-1122 • Fax: (503) 717-1124



REP



ART



DB



RS

INV:



SP



SU



F/W

TERMS & CONDITIONS OF THIS ADVERTISING AGREEMENT:

This agreement constitutes the entire agreement between the parties and no verbal agreements or representations changing or supplementing in any manner the Terms and Conditions here of shall be deemed effective.

1. **PUBLISHER'S APPROVAL:** All advertising is subject to Publisher's approval. Publisher reserves the right to edit ads for style, format and quality purposes.
2. **PAYMENT TERMS, FEES & DISCOUNTS:** All advertising must be paid in advance of publication. A five percent discount is offered for all annual contracts paid in full in advance of first publication. An interest rate of 1.5 percent will be added to any past due account and compounded every 30 days until paid in full. Accounts past due 60 days shall be subject to a minimum monthly payment of \$50 or 10 percent of the past due balance, whichever is greater. A \$25 monthly late fee will be assessed to all past due accounts failing to pay the minimum monthly payment.
3. **MISTAKES OR OMISSIONS:** This agreement cannot be invalidated or cancelled by Advertiser for incorrect insertions or omissions by Publisher. Publisher cannot be held responsible for typographical errors, however, at its sole discretion, Publisher may reduce the charge for such portion of an advertisement as may have been rendered useless by such typographical error. Advertiser agrees that in the event Publisher fails to publish any advertisement, or makes any error in the publication of any advertisement, Advertiser's sole remedy is the refund of the cost of the advertisement in question. Advertiser agrees to waive any right to collect other damages, including but not limited to incidental, consequential or lost profits damages.
4. **Directory Listings:** Advertising prices are based on display ad space only. Directory listings, if applicable, are included free with advertising purchase and are considered editorial (non-paid) content and are only applicable for businesses that fit within the categories and regions of our coverage as determined by the Publisher. Explorer Media Group reserves the right to edit, format or place free directory listings under categories as we determine appropriate.
5. **AD CHANGES, PROOF AND APPROVAL:** Advertisers will have the right to review a proof of their ad prior to publication in the magazine. Publisher reserves the right to run the ad as it appears in the proof provided to Advertiser if written proof approval is not returned within ten days of date sent. Any requests for changes to an ad or directory listing must be made in writing prior to published deadline dates.
6. **PUBLISHER'S CANCELLATION:** The rates agreed on the face of this agreement shall apply only if Advertiser fully performs this agreement according to its terms. Publisher reserves the right to cancel this agreement at any time without notice if Advertiser fails to pay any bill within forty-five (45) days of submission thereof or commits any other breach of this agreement. In the event of such cancellation, Advertiser agrees to pay (a) all advertising from the date of this agreement to date of cancellation at the "one-time" individual issue rate and (b) all costs of collection, including without limitation, reasonable attorney's fees for the collection of monies due from Advertiser and in enforcing Publisher's rights under this agreement, whether or not a lawsuit is instituted.
7. **ADVERTISER CANCELLATION:** Notice of cancellation by the Advertiser must be provided to the Publisher in writing prior to the published deadline date (Spring - November 30, Summer - March 29, Fall - June 30). If, during the term of this contract, Advertiser cancels this agreement for any reason other than a rate increase as described below, Advertiser shall pay for all advertising from the date of this agreement to date of cancellation at the "one-time" individual issue rate plus 15 percent of the outstanding balance due for the remainder of the contract. If Advertiser cancels this agreement prior to first publication, Advertiser shall pay for all expenses incurred by Publisher including, but not limited to ad production, data processing, billing and accounting.
8. **ACCURACY OF BILLING:** Any billing statements rendered to Advertiser by Publisher shall be conclusively correct and shall constitute an account stated, unless a specific, written objection is made thereto by Advertiser within thirty (30) days from the date of the billing.
9. **PUBLISHER'S INDEMNIFICATION:** Advertiser represents to Publisher that none of the advertising copy submitted by the Advertiser to the Publisher shall give rise to a claim by a third party for fraud, misrepresentation, defamation, trade disparagement, invasion of privacy or infringement of any copyright, trademark or trade name. Advertiser also agrees to defend, reimburse, pay, indemnify and hold Publisher and its agents and assigns harmless from any liability, loss, damages, judgment or claim of any and all costs and expenses (including without limitation attorney's fees and costs) incurred by them in connection with any action, suit, claim or proceeding in whatever nature threatened or brought against them arising from any advertisement published by Publisher for Advertiser pursuant to this agreement including without limitation any third party claims.
10. **RATE & PUBLISHING SCHEDULE CHANGES:** Publisher reserves the right to change the rates and publishing schedule agreed to herein at any time, provided that if Publisher increases advertising rates during the term of this agreement, Advertiser has the right to cancel this agreement, without penalty or additional charges.
11. **DISPUTES:** This agreement shall be governed by the laws of Oregon. Any dispute arising under this agreement may be resolved either in court, or by arbitration, at Publisher's discretion.